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the plaintiff made several sales to the defendant and sued for the balance of the price, on an account stated. *Held*, that the plaintiff may not recover. *Continental Wall Paper Co.* v. *Voight & Sons Co.*, U. S. Sup. Ct., Feb. 1, 1909. See NOTES, p. 435.

INSURANCE — MARINE INSURANCE — MEANING OF "PIRACY" IN POLICY. — Supplies for the plaintiff government, which were insured under a marine policy covering the risk of loss from piracy, were illegally taken by insurgents who, though not politically organized, were attempting to set up an independent government in Bolivian territory. *Held*, that this is not a loss by "piracy" within the meaning of the policy. *Republic of Bolivia* v. *Indemnity, etc., Assurance Co. Ltd.*, 126 L. T. 302 (Eng., Ct. App., Jan. 1909).

Piracy has usually been considered as robbery within the jurisdiction of the admiralty. See *Rex* v. *Dawson*, 13 St. Tr. 454. And depredating on the high seas without authority from any sovereign power is piracy by the law of nations, war being sanctioned among sovereign powers only. *The Ambrose Light*, 25 Fed. 408. However, a capture by a regularly organized *de facto* government, engaged in open and actual war against its enemy, and against its enemy only, is not piracy. *Mauran* v. *Insurance Co.*, 6 Wall. (U. S.) 1. But see *Dole* v. *Merchants', etc., Insurance Co.*, 51 Me. 465. Likewise vessels engaged in hostilities under an unrecognized government that has been treated as a belligerent are not pirates. *United States* v. *Palmer*, 3 Wheat. (U. S.) 610. According to the law of nations, there seems to have been a loss by piracy in the principal case. The court admitted this; but held, however, that the meaning of the word "piracy" in an insurance policy must be based on the popular understanding — that is, that a pirate is one who plunders indiscriminately for his own ends. See *Davison* v. *Seal-skins*, 2 Paine (U. S.) 333. This, it is true, seems to be the natural meaning of the word in a document used by business men for business purposes. See HALL, INTERNATIONAL LAW, 5 ed., 262.

INTERSTATE COMMERCE — CONTROL BY STATES — GENERAL DISCUSSION OF LIMITS. — A railroad refused to haul the plaintiff's cars from an adjoining railroad to a near-by town, although this service was performed for other mill owners. The plaintiff brought *mandamus* in a state court. *Held*, that the state court has jurisdiction. *Mo. P. R. R.* v. *Larabee Flour Mills*, 29 Sup. Ct. Rep. 214 (Jan. 11, 1909). See NOTES, p. 437.

INTERSTATE COMMERCE — WHAT CONSTITUTES INTERSTATE COMMERCE — AGENT SELLING FOREIGN OWNED GOODS. — A city ordinance imposed a license tax upon persons soliciting orders for the sale of goods at retail. The defendant solicited orders by samples, sent the orders to his principal in another state and on approval of the orders received the goods, delivered them to purchasers and collected the price. *Held*, that the fact that the defendant was agent both to solicit orders and to deliver the goods and collect the price does not prevent the transaction from being interstate commerce. *City of Kinsley* v. *Dyerly*, 98 Pac. 228 (Kan.).

"The negotiation of sales of goods which are in another state for the purpose of introducing them into the state in which the negotiation is made is interstate commerce." *Robbins* v. *Shelby Co. Taxing District*, 120 U. S. 489. It is the transportation of goods from one state into another which gives a transaction interstate character, and a contract which is a necessary incident of such transportation is exclusively within federal control. A tax on the privilege of selling is a tax on the goods themselves. *American Fertilizing Co.* v. *Board of Agriculture*, 43 Fed. 609. The right to sell implies a right to sell through agents, and a local tax upon agents soliciting orders for a non-resident principal is invalid. *Asher* v. *Texas*, 128 U. S. 129. The right to sell further implies a right to deliver and collect the price. Hence an agent of a non-resident for this purpose is not subject to a local tax even though the goods are shipped to him in bulk. *Caldwell* v. *North Carolina*, 187 U. S. 622. Such a restriction is no

less invalid when the property in the goods does not pass until payment of the price. *American Express Co.* v. *Iowa*, 196 U. S. 133. That the same person is agent both in affecting the contract and in delivering is immaterial. *In re Spain*, 47 Fed. 208.

LIBEL AND SLANDER — PRIVILEGED COMMUNICATIONS — COMMENT ON CANDIDATE FOR PUBLIC OFFICE. — A published an article in his newspaper derogatory to the character of B, a candidate for election to public office. B sued A for libel. *Held*, that the occasion is conditionally privileged. *Coleman* v. *MacLennan*, 98 Pac. 281 (Kan.). See NOTES, p. 445.

LIBEL AND SLANDER — PRIVILEGED COMMUNICATIONS — INFORMATION SUPPLIED BY COMMERCIAL AGENCY. — The defendant company, a commercial agency, made a report to one of its clients, as to the plaintiff's financial condition. The report was not true, the agent of the defendant having maliciously falsified information which he supplied and on which the report was based, so as to injure the plaintiff. *Held*, that the plaintiff may recover. *Fitzsimons* v. *Duncan & Kemp Co.*, L. R. [1908] Ir. 483.

This decision is not inconsistent with the American rule. For a discussion of the principles involved, see 22 HARV. L. REV. 62.

LIFE ESTATES — PERSONALTY TO FOLLOW LIMITATIONS OF REALTY. — Certain chattels were given to be "used, held and enjoyed" by the person for the time being entitled to a certain mansion-house; but title to them was not to vest in a tenant in tail until majority, although such tenant was to have the "use and benefit" of them until that time. A tenant in tail attained majority, but died before coming into possession of the realty. *Held*, that the chattels go to his legal representative. *In re Lord Chesham's Trusts*, 25 T. L. R. 213 (Eng., Ch., Jan. 12, 1909). See NOTES, p. 441.

LIS PENDENS — APPLICATION TO NEGOTIABLE PAPER. — Coupon bonds containing recitals that they were issued by order of a county court in virtue of a statute were purchased by A, *bona fide* and for value. The bonds were in fact issued in excess of the amount authorized. In a suit on the coupons the state court denied recovery. B bought the bonds from A for value and without notice of the institution of this suit. B sued on the bonds in the federal court. *Held*, that he recover. *County of Presidio* v. *Noel-Young Bond & Stock Co.*, 29 Sup. Ct. Rep. 237.

A person who acquires an interest in property involved in litigation takes subject to the final judgment or decree, even though he pays value and has no notice of such suit. *Murray* v. *Ballou*, 1 Johns. Ch. (N. Y.) 566. The grounds of judicial necessity on which this rule is based yield to considerations of public policy in favor of the free operations of commerce. See *Leitch* v. *Wells*, 48 N. Y. 585; 20 HARV. L. REV. 488. Hence the above rule of *lis pendens* does not apply to negotiable paper purchased before maturity. *Winston* v. *Westfeldt*, 22 Ala. 760. Municipal or county coupon bonds fall within this exception. *County of Warren* v. *Marcy*, 97 U. S. 96. And it is immaterial whether the bonds were issued before or after the commencement of the litigation. *Durant* v. *Iowa County*, 1 Woolw. (U. S.) 69; *Carroll County* v. *Smith*, 111 U. S. 556. But notice of the suit renders a purchaser of the bonds subject to its outcome. *Scotland County* v. *Hill*, 112 U. S. 183. Hence, as the court here holds, the former judgment in the suit on the coupons should not preclude recovery. Furthermore, a corporation, by recitals in its bonds that they were issued in accordance with statutory authority, is estopped to deny their validity as against a *bona fide* purchaser. *Evansville* v. *Dennett*, 161 U. S. 434.

NEW TRIAL — DOCTRINE OF THE LAW OF THE CASE. — After the Court of Appeals of the District of Columbia had remanded the case to the Supreme Court of the district for a new trial, the United States Supreme Court made a